

Contract no. 249

A G R E E M E N T

Between

CITY OF BAYONNE

and

BAYONNE FIRE SUPERIORS ASSOCIATION

EFFECTIVE: January 1, 1991 through December 31, 1991

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PREAMBLE

This Agreement, made this 16th day of SEPTEMBER 1991, by and between the City of Bayonne, hereinafter referred to as the "City" or "Employer", and the Bayonne Fire Superiors Association hereinafter referred to as the "FSA" or the "Union", is designed to maintain and to promote an harmonious relationship between the City of Bayonne and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1

RECOGNITION AND AREAS OF NEGOTIATIONS

Section 1. Recognition. The City hereby recognizes the Bayonne Fire Superiors Association as the exclusive representative of all Fire Department employees holding the rank of Captain (excluding the Training Officer) and all uniformed Fire Department employees above the rank of firefighter of the City of Bayonne.

Section 2. Areas of Negotiations. This Agreement, subject to statutory provisions, shall govern all wages, hours, fringe benefits and other conditions of employment hereafter set forth. It will govern the procedures for adjustments of grievances, and all other related matters.

Section 3. Definitions.

(a) Whenever the term "Employee" shall be used in this Agreement it shall mean and refer exclusively to such employees who are within the collective negotiation unit represented by the Bayonne Fire Superiors Association as aforesaid.

(b) The term "Association" shall mean and refer to the Bayonne Fire Superiors Association.

(c) The term "Employer" shall mean and refer to the City of Bayonne as well as the City of Bayonne Fire Department.

Section 4. Agency Shop. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The • Union's entitlement to the Representation Fee shall continue

beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

Section 5. The City, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Treasurer of the Association.

Section 6. In making the deductions and transmittals as above specified, the City shall rely upon the most recent communication from the Association as to the rate of monthly dues and the proper amount of initiation fee.

Section 7. The written authorization referred to in this Article shall be irrevocable for the period of one (1) year or until the termination date of the applicable collective bargaining agreement between the Association and the City, whichever is the shorter period.

Section 8. The Association agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City at the request of the Association under this Article.

ARTICLE 2

HOURS OF WORK AND OVERTIME

Section 1. Other than those employees assigned to administrative or specialized duties as designated by the Chief of the Fire Department, all employees shall, except in the case of emergency as shall be determined by the Chief of the Fire Department, work a schedule of two 10-hour day shifts followed by 48 hours off, and then to be followed by two 14-hour night shifts, followed by 72 hours off. This schedule shall be accomplished in periods of 8-day rotating cycles and shall, over a period of 8 weeks, average 42 hours per week per member of the Association as aforesaid.

Section 2. Overtime

(a) Whenever an employee works in excess of his regularly scheduled work week or daily work schedule as provided for in Article 2, Section 1, he shall receive compensation at time and a half (1-1/2) unless the employee and the Employer agree to compensatory time off in lieu thereof. Overtime pay occurs only when an employee is held over in his normal work shift or is called in early for same. No overtime will be paid unless the employee is required to work in excess of one-half hour in which event he will be paid overtime on the basis of hour for hour or portion thereof, including the first half hour.

Example: From 6:00 to 6:30 no pay; from 6:00 to 6:31 one hour's overtime pay.

(b) Overtime will be equalized insofar as possible.

(c) All employees recalled to work will be paid for a minimum of four hours at time and a half their regular straight time pay. If held for more than four hours, the employee's pay will be as stated in Article 2, Section 2, part (a).

(d) Employees to be recalled will be from the next due in group. The Deputy Chief in charge of that group will follow a list or will see to it that such a list is followed.

(e) The present practice of the Superior's Association maintaining and implementing its own overtime list shall continue.

(f) It is agreed that in the event that a special skill is required, the Department has the right to call an officer with that requisite skill without regard to the overtime list.

ARTICLE 3

VACATION

Section 1. The Fire Department vacation schedule will consist of 22 vacation periods for each of the four groups. Each member assigned to these four work groups will receive 24 work days of vacation. The work days will be divided into three 8 day periods. The 8 work day vacation period will be comprised of four 10 hour days and four 14 hour nights for a total of 96 work hours per period. Each 8 work day vacation period will begin after a 14 hour shift. The vacation period will terminate on the first scheduled 10 hour day immediately following the 8 work days off. The 12 calendar days in lieu of

paid holidays allowed each member will be part of his 24 work days of vacation. The schedule of 22 vacation periods will be accomplished between January 1 and December 31 in each year. All of the work days in any of the 22 vacation periods must fall within these dates. If vacation periods are selected consecutively, the department shall not be liable for any off days lost. The Fire Department's liability shall be limited to a total of 24 work days only.

Section 2. (a) The number of officers allowed out during any one period shall not exceed three (3). The method of selection shall be done according to seniority in rank. The senior officer in rank within the group shall have preference. The selection of vacations shall be group-wise with each officer entitled to three (3) vacation periods.

(b) Members will be subject to recall with their respective group after the actual working days of the vacation period are completed, so that there would not be members from two vacation periods in a group exempt from recall. In order to maintain manpower during peak vacation periods, personal days may be curtailed or eliminated during these periods, at the discretion of the Deputy Chief in charge of the group so affected. The Deputy Chiefs in each group shall supervise, regulate, control and keep records of the vacations in their respective groups.

(c) Members of the uniformed force assigned to special details and to staff functions and who are not assigned to any of the paired companies listed in Section 2(b) above, shall have their vacations administered, controlled, regulated and supervised by the Office of the Chief of the Department. The maximum number of officers (3) allowed out during any one vacation period may be exceeded only with the sanction, the approval, and at the discretion of the Office of the Chief of the Department.

Section 3. Allowance in Lieu of Vacation.

(a) Whenever any officer dies having to his credit any annual vacation leave properly accumulated, such vacation entitlement shall be calculated and shall be paid to his estate.

(b) No vacation leave will be granted to those on extended sick leave "... with the exception of those injured in the line of duty where each case will be decided on its own merits."

Section 4. Terminal Leave. Employees who retire after 25 or more years of service with the City of Bayonne or based upon traumatic, work related, two thirds accidental disability pension as defined by statutes, regardless of service years, shall receive thirty (30) days' terminal leave immediately prior to retirement. Added to such leave shall be all accumulated vacation time due the retiring employee. Any employee who retires on accidental disability pension and who subsequently returns to work for the City of Bayonne, must make

suitable arrangements, through payroll deductions or otherwise, for reimbursement to the City of any terminal leave paid. The retiring employee shall have the option of lump sum payment of terminal leave entitlement for retirements effective between January and March of any calendar year. For retirements effective between April and December, the option of making lump sum payments of terminal leave entitlement shall remain with the City.

Section 5. Personal Days. Subject to the needs of the Department and the direction of the Chief of the Fire Department, all employees will receive four (4) personal days per calendar year. These days are non-cumulative and must be taken during each calendar year. Effective January 1, 1989, personal leave days which are not used or scheduled to be used by November 15th of any calendar year shall be paid for in December on the basis of a twelve (12) hour day.

ARTICLE 4

LEAVES OF ABSENCE

Section 1. Leaves Without Pay. Any employee may be granted, with the approval of the Director, leave of short duration without pay provided he shall make such request to the Chief at least ninety-six (96) hours in advance of the day or dates for which such leave is desired, with an accurate statement for such request. In the event of an emergency, only reasonable notice for such request shall be required.

Section 2. Military Leave. Such leave will be granted in accordance with the Civil Service Rules Revised Edition, April 1971, Rule 4:1-17-3 or as prescribed by law.

Section 3. Special Leave. No employee shall be permitted to exchange a tour or portion thereof with another member, without the written approval of the Chief of the Fire Department. Application of such permission to voluntarily exchange tours of duty must be based on good and sufficient reason. No application shall be forwarded for permission to exchange more than one tour of duty at any one time.

Section 4. Sick Leave. Whenever an employee is absent due to sickness for more than two (2) working days, a doctor's certificate can be required. A doctor's certificate is required for frequent and habitual absence from duty and when, in the judgment of the Chief of the Department, there is reasonable cause for requiring a doctor's certificate. Any employee absent one month due to sickness shall be subject to physical examination by the doctor assigned by the Fire Chief. Said report is to be forwarded to the Director of Public Safety for review and consideration as to fitness to work. Employees are subject to physical examination by the Department doctor at any time after an absence due to sickness.

Section 5. Funeral Leave. Special leave will be granted to employees in case of death of wife, child, parent, grandparent, grandchild, brother, sister, current mother-in-law

and current father-in-law. Employees so excused shall report for duty at their next regularly scheduled tour of duty after the date of the funeral.

ARTICLE 5

WAGES

Section 1. The parties hereto have negotiated the following base salaries covering the positions and periods of time set forth herein as follows:

<u>Effective</u> <u>First Pay</u> <u>Period</u>	<u>Maintenance Repairer</u> <u>Mech. Repairer</u> <u>Lieutenant</u>	<u>Senior Fire Inspector</u> <u>Chief's Secretary</u> <u>Ass't Training Officer</u> <u>Senior Mechanic</u> <u>Fire Captain</u>
January 1991	\$41,659.00	\$47,907.00
July 1991	\$43,325.00	\$49,824.00

Section 2. The salaries set forth above are intended to maintain a percentage differential between ranks of superior officers covered by this agreement as follows:

(1) Lieutenants, Maintenance Repairer, Mechanic UFD - There shall be a fifteen (15%) per cent differential between the salary paid to top grade firefighter and the salary paid to Lieutenants, Maintenance Repairer and Mechanic UFD.

(2) Captains - There shall be a fifteen (15%) per cent differential between the salary paid to Lieutenant and the salary paid to Captain.

Section 3. Increments. All employees with at least five (5) years' service shall, in addition to the salary set forth in Article 5, Sections 1 and 2, receive additional salary payments as follows, on the dates indicated below:

(a) All employees who have been employed for a period of at least five (5) years shall receive an additional 2% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifth anniversary of employment.

(b) All employees who have been employed for a period of at least ten (10) years shall receive an additional 4% of their base pay, as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the tenth anniversary of employment.

(c) All employees who have been employed for a period of at least fifteen (15) years shall receive an additional 6% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the fifteenth anniversary of employment.

(d) All employees who have been employed for a period of at least twenty (20) years shall receive an additional 8% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twentieth anniversary of employment.

(e) All employees who have been employed for a period of at least twenty-two (22) years shall receive an additional 10% of their base pay as a longevity salary increment. The payment of said increment shall commence on the first day of the first payroll period following the twenty-second anniversary of employment.

Section 4. Clothing Allowance. During the term of this Agreement, each fire officer covered hereunder shall, in addition to his salary, be paid the sum of seven hundred fifty (\$750) dollars per year as an allowance for the purchase, care and replacement of uniforms. The said sum shall be paid in two installments to such members or retired members, who have been in the position mentioned above during the six month period immediately preceding the dates when payments shall come due. One-half of the clothing allowance shall come due and payable on the first day of July, and the other one-half shall come due and payable on the twenty-second day of December, in each year. For the purposes of this section, the six month period prior to the first day of July shall be deemed to commence on the first day of January and the six month period prior to the twenty-second day of December shall be deemed to commence on the first day of July.

ARTICLE 6

INSURANCE

Section 1. Accidental Death Insurance and Dismemberment.

All employees shall receive the following City-wide group insurance and benefits now subscribed for as follows:

(a) City-wide Group Straight Life insurance of \$2,000.00 except for those members 65 years or older whose coverage shall be \$1,000.00.

City-wide Group Accidental Death and Dismemberment insurance of \$2,000.00, except for those members 65 years or older whose coverage shall be \$1,000.00.

(b) The City agrees to provide, at no cost to the employee, City-wide Group Blue Cross and Blue Shield coverage including Rider "J", and Major Medical coverage for employees covered hereunder and their dependents as presently subscribed for under the respective City-wide Group policies for insurance.

Section 2. During the term of this Agreement, the Hospitalization Insurance reimbursement benefit of \$1,200.00 per annum for retirees who met the eligibility requirements as set forth in the 1983-1986 labor contract between the parties, and \$1,300.00 and seventy-five percent per annum for retirees who met the eligibility requirement under the 1987-1988 labor contract shall be maintained.

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All fire superior officers covered by this contract shall be entitled to Hospital Insurance reimbursement benefit subject to the following terms and conditions:

(1) Eligibility - Employees must have been actively employed as a Fire Superior Officer for the City of Bayonne on or after January 1, 1989; and must have at least 25 years of service with the City of Bayonne; and must be at least 50 years of age; and must not be on disability or early retirement. Employees who otherwise qualify for coverage but who retire before age 50, shall be entitled to receive coverage under this plan upon reaching age 50. This benefit will only be provided for those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the City to verify that no other source of insurance coverage is provided for them.

(2) Duration - This benefit will be provided until the eligible retiree reaches age 65. Once an eligible retiree hereunder reaches age 65, a modified benefit for the retiree only shall be provided as set forth below in subparagraph (4). If an eligible retiree dies prior to age 65 and leaves a surviving spouse who was receiving benefits under this plan, such surviving spouse shall continue to receive coverage under this plan as herein defined until the spouse reaches age 65 or obtains insurance coverage from another source.

(3) Description - This benefit shall include reimbursement as herein set forth for the cost of Blue Cross, Blue Shield, Major Medical and Rider J. for the retiree or for the retiree and spouse only, whichever is applicable.

(4) Premium Payments - During the term of this Agreement, the City shall be obligated to contribute up to seventy (70%) per cent of the cost of coverage for a husband and wife for eligible retirees between the ages of 50 and 65. If the 70% contribution is sufficient to pay the entire cost of single coverage for an eligible retiree who seeks only single coverage, then the entire cost of single coverage for such retiree will be paid for by the City.

At age 65 and over, the City shall be obligated to contribute up to \$750.00 per year toward the cost of insurance coverage for such eligible retirees but not for the spouse.

If the contributions by the City are not sufficient to pay for the entire cost of premiums, the retiree must make suitable arrangements for payment of the balance of premiums in order for the retiree to receive this benefit.

Section 3. - During the term of this Agreement, the City will maintain a dental plan for employees covered by this contract which is the same as the plan provided for the City's police officers with premiums paid for by the City.

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Section 4. - During the term of this agreement, the City will maintain a \$1.00 co-payment family prescription plan which is substantially similar to the plan in effect for the City's police officers.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause. If any employee is disciplined and in the judgment of the Association such action was taken by the City without just cause, or if a dispute arises concerning an employee(s) wages, hours or conditions of employment, which wages, hours and conditions are controlled by this Agreement, or which are provided for in any Statute, Ordinance, Rule or Regulation of the Fire Department, adjustments shall be sought by the Association as follows:

(a) The Association shall submit such grievance in writing to the Deputy Chief of the Fire Department within ten (10) days of the occurrence or event giving rise to the grievance. Within five (5) days after said Deputy Chief shall arrange to meet with the representatives of the Unit for the purpose of adjusting or resolving such grievance.

(b) If such grievance is not resolved to the satisfaction of the Association by the Deputy Chief within five (5) days after such meeting, the Association may present such grievance in

writing within seven (7) days thereafter to the Chief. Within seven (7) days after the Chief receives such grievance, the Chief shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved to the satisfaction of the Association by the Chief within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to the Director of Public Safety. Within seven (7) days after the Director receives such grievance, the Director shall arrange to meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

(d) If such grievance is not resolved to the satisfaction of the Association by the Director within five (5) days after such meeting, the Association may present such grievance in writing within seven (7) days thereafter to an arbitrator agreed upon by the parties. If the parties cannot agree upon an arbitrator, the dispute shall be submitted to the Public Employment Relations Committee (PERC) for the appointment of an arbitrator in accordance with the procedures of that Agency. The cost of arbitration shall be borne equally by the City and the Association.

(e) In a dispute involving a disciplinary action, the Civil Service Commission or the arbitrator so selected shall have the power to uphold the action of the City or to rescind or modify

such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay, less any income he might have earned during such suspension.

(f) The time limits specified in the preceding Sections of this Article shall not include Saturdays, Sundays or holidays and such limits may be extended by mutual agreement of all parties. The steps provided for herein may be waived by mutual agreement of all parties.

(g) If a grievance is not submitted within the prescribed time limits as hereinbefore provided, including the provisions for time limit extensions, it shall be deemed settled. If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore mentioned, including the provisions for time limit extensions, such grievance may be processed to the next step.

Section 2. The decision of the Arbitrator shall be final and binding on the City, the Association and the employee or employees involved, except in matters involving interpretation of our State Statutes or decision of our State Courts.

Nothing contained herein shall be construed to deny any individual member his right to appeal under Civil Service Rules or Regulations, except if he should elect to pursue the arbitration procedure as provided for in this Agreement. An employee must elect to pursue his remedy either through the Civil Service Commission or by arbitration as he is not entitled to pursue both remedies.

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ARTICLE 8

MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the City possesses the sole and exclusive right to conduct the Fire Department's operations, to manage and direct the affairs of the Fire Department, to fulfill its lawful obligations and that all management rights repose in it. Except as provided herein and by law, the Fire Department shall not be interfered with by the Bayonne Fire Superiors Association and shall have control of its operations, including but not limited to the present practices related to fire fighting, fire prevention, fire watch, rescue, ambulance service, funeral and parade detail, training and drilling and salvage and the supervisory duties of the employees with respect to overhaul work, care and maintenance of fire fighting equipment and apparatus, touch-up paint and maintenance of the quarters in a clean, safe and sanitary manner.

Section 2. Memorial Day Parade Detail - The parties herewith confirm that they have made a new agreement with respect to parade detail for Memorial Day and have revoked and cancelled any prior practices, understandings and agreements on this subject. The terms of this new agreement are as follows:

(1) All Staff Officers may be required to march in the Memorial Day Parade, and they shall march without additional compensation in either time off or pay.

(2) The City shall have the right to order any "on duty" Fire Superior personnel to march in the Memorial Day parade without additional compensation in either time off or pay.

(3) Fire Superior Officers who are "off duty" may volunteer to march in the Memorial Day Parade, and the Union will cooperate with the City by requesting its members to volunteer to march in the parade. No extra compensation in either time off or pay shall be provided in cases where Officers volunteer to march in the parade.

(4) The City may order in "off duty" Officers to march in the parade, in which event such Officers shall receive compensation in pay at the rate of time and one half (1 1/2) times their regular hourly rate for each hour or part thereof spent in mustering for and marching in the parade. This compensation shall be in lieu of any other compensation provided for in this Agreement for Officers performing service in behalf of the City outside their normal duty schedule.

Section 3. It is further agreed and understood that all rights of management are retained by the City and the Fire Department unless otherwise specifically restricted by this Agreement or by law. This right shall include, but shall not be limited to, the right to:

- (a) Direct the employees;
- (b) Hire, promote, transfer, assign and detail;
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

ARTICLE 9

RULES AND REGULATIONS

The City may establish and enforce reasonable and just Rules and Regulations in connection with its operation of the Fire Department and maintenance of discipline.

It is understood that employees shall comply with all such Rules and Regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a Rule, Regulation, Instruction or Order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the Rule, Regulation, Order or Instruction but with the further provision that such employee or employees may regard the Rule, Regulation, Order or Instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this contract.

In the event that an employee or employees shall refuse to comply with a Rule or Regulation, or shall refuse to execute promptly and efficiently an Instruction or Order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

ARTICLE 10

RESPONSIBILITIES OF PARTIES TO THIS AGREEMENT

Section 1. It is recognized that the need for continued and uninterrupted operation of the Fire Department is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, picketing, demonstrations, or other similar action which would involve suspension of or interference with normal work performance of the Fire Department.

Section 2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in such a strike, slowdown, picketing demonstrations, or other such interference, as described in Article 10, Section 1 above.

Section 3. Upon prior notice to the office of the Deputy Chief or the Chief's office and with permission of the officer in command of the company, an officer of the Bayonne Fire Superiors Association shall have access to the premises to handle association business. If the Deputy Chief or the Chief is unavailable, permission to visit the house is hereby authorized.

Section 4. Association officers, upon request will have access to copies of the Daily Work Rosters and Overtime Records.

ARTICLE 11

MISCELLANEOUS

Section 1. Personnel File - Employees covered hereunder shall have the right to review their personnel files upon giving reasonable advance notice of request to the Chief or his designee, and provided there are reasonable intervals of time between such requests. Employees may grieve any adverse material placed in their files after the date this contract is signed.

Section 2. Disciplinary Procedure - If an employee covered hereunder is required to attend a hearing that may lead to disciplinary action, the Union shall have the right to request and receive a copy of the charge or charges, and shall have the right to be present at all stages of the hearing. This procedure will not be applicable in emergency situations or where the hearing involves criminal charges. In the event criminal charges are involved, the Supreme Court requirements will apply.

Section 3. Union Conventions - The City agrees to provide duly authorized Union representatives with time off to attend Union conventions pursuant to the requirements of applicable statutes of the State of New Jersey. The City further agrees to provide the necessary time off with pay for the President and Executive delegate of the Association to attend the regular and or special monthly meetings of the State F.M.B.A.

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Section 4. Acting Assignments - Where a Captain normally scheduled to work tours of duty in a firehouse is unavailable for duty for an entire work day, the City shall fill such temporary vacancy with a Lieutenant. This provision shall not be construed to require the City to fill a Captain's position with a Lieutenant where that position is permanently vacant due to termination of active employment by the Captain. If a Lieutenant is assigned to be Acting Captain, he will be paid at the minimum base rate of pay of a Captain plus the Lieutenant's longevity entitlement for the period of time he serves in the capacity of Acting Captian.

Section 5. Overtime Provisions for Scheduled Recall - Whenever a vacancy is created by the absence of a company officer and the City determines to institute overtime to fill that vacancy, a fire superior shall be called to fill such vacancy.

Section 6. Hazardous Material Employees - During the term of this Agreement, those employees covered hereunder who are regularly assigned to Hazardous Materials duty shall have \$200.00 added to base salary. This payment shall be made on a pro rata basis for employees regularly assigned to Hazardous Materials duty for only part of any year.

ARTICLE 12

ALL INCLUSIVE CONTRACT

This Agreement in its entirety contains all the benefits employees are entitled to, notwithstanding the established past practices in existence prior to this contract.

ARTICLE 13

SAVINGS CLAUSE

Should any part of any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court of competent jurisdiction, such invalidation of such part or portion thereof, shall not invalidate the remaining portion of this Agreement.

ARTICLE 14

DURATION

This Agreement shall extend through December 31, 1991. Either party wishing to terminate, amend or modify such Agreement must so notify the other party in writing sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party a conference shall be held between the City and the Unit's negotiating committee for the purpose of such amendment, modification or termination of said Agreement. In the event neither party serves such written notice of desire or intention to terminate, amend or modify the Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one additional year.

The provisions of this Agreement requiring payment of any sum of money are subject to approval by the Municipal Council by ordinance. This Agreement is further subject to appropriations being available for any of the purposes hereinabove mentioned,

and if not available, the City agrees to exert its bona fide and lawful efforts to obtain such appropriations. The parties agree that the payment of new benefits or additional benefits will not commence until the date of ratification by the employees. This Agreement is also subject to the provisions of any State law, court decisions, statutes, Civil Service Rules and Regulations which shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 16th day of SEPTEMBER, 1991.

ATTEST:

CITY OF BAYONNE

[Signature]

By: *Richard A. DiToro*

By: *John C. Sherrin*

ATTEST:

BAYONNE FIRE SUPERIORS
ASSOCIATION

James Brunner

By: *Michael J. Leonard*

By: *Stephen J. Goulet*